

United States District Court

SOUTHERN

DISTRICT OF

OHIO

TO: VUTEX, LLC
 Attn: Custodian of Records of
 VUTEX, LLC
 7678 McEwen Road
 Dayton, Ohio 45459

SUBPOENA TO TESTIFY BEFORE GRAND JURY

SUBPOENA FOR:

☐ PERSON ☒ DOCUMENT(S) or OBJECT(S)

YOU ARE HEREBY COMMANDED to appear and testify before the Grand Jury of the United States District Court at the place, date, and time specified below.

PLACE	ROOM
Federal Building 200 West Second Street Dayton, Ohio 45402	801
	DATE AND TIME
	2-27-07 @9:30 a.m.

YOU ARE ALSO COMMANDED to bring with you the following document(s) or object(s):

Please see attachment.

☐ See additional information on reverse

This subpoena shall remain in effect until you are granted leave to depart by the court or by an officer acting on behalf of the court.

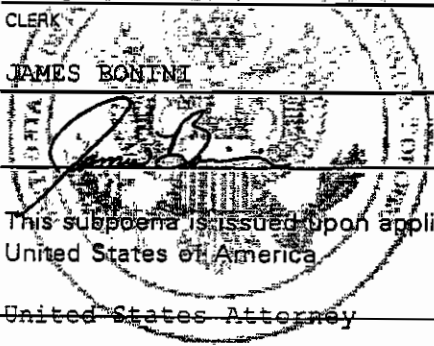
CLERK	DATE
JAMES BONINI	February 20, 2007
 <p>This subpoena is issued upon application of the United States of America</p> <p>United States Attorney</p>	NAME, ADDRESS AND PHONE NUMBER OF ASSISTANT U.S. ATTORNEY Dwight K. Keller DK Assistant U.S. Attorney U.S. Attorney's Office 602 Federal Building 200 West Second Street Dayton, Ohio 45402 (937) 225-2910

EXHIBIT "C"

ATTACHMENT TO SUBPOENA
ISSUED TO VUTEX, LLC.

All records, books of account and other documents or papers in your custody or control relative to any and all financial transactions with **MICHAEL EDWARD PEPPEL**, or any business or entity under the control of **MICHAEL EDWARD PEPPEL**, for the years December 2002 through the present.

To include but not limited to:

Organization Chart listing Corporate Officers and employees; Records of Corporate Ownership and Structure; Cash Receipts and Disbursement Records; Records of Correspondence; Financial Statements; Stock Registers or other records reflecting ownership of Corporate Stock or any financial interest; Loans Receivable or Payable Records; Forms 1099; Forms W-2; any and all canceled checks payable to or received from **MICHAEL EDWARD PEPPEL** or any business or entity under the control of **MICHAEL EDWARD PEPPEL**; to include both front and back of each check; deposit tickets reflecting dates and amounts of deposits; records disclosing reason for any and all payments; records of interest paid or received; and any internal memoranda relative to these items.

*United States Attorney
Southern District of Ohio*

602 Federal Building
200 West Second Street
Post Office Box 280
Dayton, Ohio 45402

(513) 225-2910
FAX (513) 225-2564

February 20, 2007

TO SUBPOENAED PARTY

Re: Grand Jury Subpoena

You may comply with the requirements of the attached subpoena by providing the requested documents to the Special Agent who serves this subpoena upon you.

If you choose to follow this course of action, it will not be necessary for you or anyone from your office to physically appear before the Grand Jury in Dayton, Ohio on the subpoena date.

Very truly yours,

GREGORY G. LOCKHART
United States Attorney

Dwight K. Keller

Dwight K. Keller
Special Assistant U.S. Attorney

GGL:DKK:waz
Enclosures

Investor	Address	City	State	Zip Code	Amount	%	Units
Sharmila Rao	1513 Gatekeeper Way	Centerville	OH	45458	50,000.00	8.03%	50
Thomas Winstel	2266 Signature Drive N	Xenia	OH	45385	10,000.00	1.61%	10
Michael Peppel	9520 Cutlers Trace	Dayton	OH	45458	350,000.00	56.22%	350
John Iovanisci	6976 Belleglade Drive	Dayton	OH	45424	2,500.00	0.40%	2.5
Sean Merkle	1616 Turf Land Blvd. S	Xenia	OH	45385	50,000.00	8.03%	50
Robert Keighley	4117 Maystar Way	Hilliard	OH	43026	3,100.00	0.50%	3.1
Joseph Savarino	182 Uccello Drive	Las Vegas	NV	89138	50,000.00	8.03%	50
Lalit Dhadphale	182 Uccello Drive	Las Vegas	NV	89138	50,000.00	8.03%	50
Christopher Feaver	9811 W. Charleston Blvd	Las Vegas	NV	89117	50,000.00	8.03%	50
Brian Merkle	910 Broadmoor Drive	Dayton	OH	45419	2,000.00	0.32%	2
William McLaughlin	5560 Liberty Bell Circle	Centerville	OH	45459	5,000.00	0.80%	5
Total					622,600.00	100.00%	622.6

Michael Peppel is selling 56.22% or 350 units to :

Sean Merkle	16.866%	or ¹⁰⁵ 150 units	\$ 150,000
Tom Winstel	39.354%	or 245 units	350,000
	<u>56.22%</u>	<u>350 units</u>	<u>\$ 500,000</u>

I am selling 56.22% of Vuter, LLC or 350 units for total consideration of \$500,000.

ASSIGNMENT

For \$350,000, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby assigns to THOMAS WINSTEL 245 Membership Units (constituting a 39.354% interest) in VUTEX, LLC, an Ohio limited liability company. The undersigned is making no representations and warranties with regard to the Membership Units being assigned hereby.

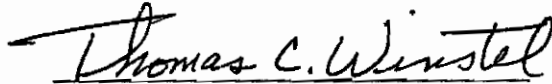
IN WITNESS WHEREOF, the undersigned have duly executed this Assignment effective as of January 12, 2007.



Michael E. Peppel

ACCEPTANCE OF ASSIGNMENT

The undersigned hereby accepts the foregoing Assignment in accordance with the terms hereof.



Thomas Winstel

Dated as of January 12, 2007

Feb 22 07 09:32a

Christine Evans

8506543301

p.2

JAN. 23, 2007

DEAR MIKE,

ATTACHED IS MY CK# 5166
 FOR \$ 350,000.⁰⁰ IN FULL PAYMENT
 FOR 245 UNITS OF VUTEX LLC. AS
 REQUESTED, THIS PAYMENT IS MADE
 TO YOUR SPOUSE, MELANIE PARSONS.

SINCERELY,

Thomas C. Winstel



THOMAS C. WINSTEL 09-95
 DEBRA A. WINSTEL
 2268 SIGNATURE DRIVE N
 XENIA, OH 45385

25-1-737
 440
 737503358

5166

DATE JAN. 23, 2007

PAY TO THE
ORDER OF

MELANIE PARSONS

\$350,000.⁰⁰THREE HUNDRED FIFTY THOUSAND AND ⁰⁰/100 DOLLARS

National City.

National City Bank
Dayton, Ohio

MEMO PURCH. 245 UNITS VUTEX

Thomas C. Winstel

⑆044000011⑆ 737503358⑈ 5166

Feb 22 07 10:37a

Christine Evans

8506543301

p. 2

Page 1 of 1

National City Online Banking

National City

Online Banking

Check Detail

Account Number: ...3358 Check Number: 5166 Check Paid Date: 1/23/2007 Amount: \$350,000.00

View Front Only

Zoom In

Zoom Out

Print



THOMAS C. WINSTEL 09-95
 DEBRA A. WINSTEL
 2225 SIGNATURE DRIVE N
 XENIA, OH 45385

8-1 77
 640
 737503358

5166

DATE JAN. 23, 2007PAY TO THE
ORDER OFMELANIE PARSONS\$ 350,000.00THREE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS **National City.**National City Bank
Dayton, Ohio

MEMO PURCH. 245 UNITS VUTEX

Thomas C. Winstel

⑆044000011⑆ 737503358⑈ 5166 ⑈0035000000⑈

KUNTINGTON COLUMBUS, OH
 7 EASTON OVAL ⑆044115126⑆
 013064931 01-24-07
 08 013064931-1420-08 013064931

>044115126<
 01-24-07
 013064931

041000124
 NATIONAL CITY BK097
 01/25/07

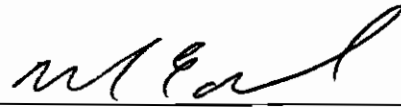
2400028771

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 international law. Review our privacy notice and terms and conditions.
 Online Banking Zero Liability Pledge.
 All rights reserved.
 Version: 14.1.35.0 [95]

ASSIGNMENT

For \$150,000, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby assigns to SEAN MERKLE 105 Membership Units (constituting a 16.866% ownership interest) in VUTEX, LLC, an Ohio limited liability company. The undersigned is making no representations and warranties with regard to the Membership Units being assigned hereby.

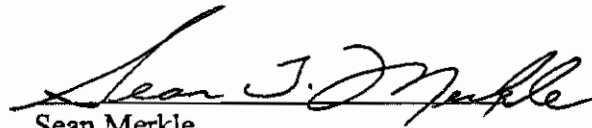
IN WITNESS WHEREOF, the undersigned have duly executed this Assignment effective as of January 12, 2007.



Michael E. Peppel

ACCEPTANCE OF ASSIGNMENT

The undersigned hereby accepts the foregoing Assignment in accordance with the terms hereof.



Sean Merkle

Dated as of January 12, 2007

Outgoing Wire Transfer Request

Takt#: By: Tiffany R Pacheco

Branch No.: 00716

Date: 01/17/07

Method of Payment: Region #: 0001 Payment Method: <input checked="" type="checkbox"/> Debit Acct <input type="checkbox"/> Check <input type="checkbox"/> Cash Account No.: 00737501600 Acct Type: <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Gen Ledger Acct Title: SEAN T MERKLE	Wire Transfer Amount/Date: Actual Amount of Wire: \$ 125000.00 Wire Transfer Fee: \$ 17.00 Total: \$ 125017.00 Send Date: 01/17/07 Value Date:	International Wire Transfer Amount: (Complete For Foreign Currency Only) Foreign Amount: Type of Foreign Currency: Foreign Rate: U.S. Equivalent: \$
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First Receiving Bank Information:

Bank Name: Huntington Bank Branch Name:
 Address: 9520 Cutlers Trace City: Dayton State: OH Country:
 ABA Number: 042215060 Clearing Code*: S.W.I.F.T. Code*:

Second Receiving Bank Information:

Bank Name: City: State: Country:
 ABA Number/Account Number: S.W.I.F.T. Code*:

*Country, Clearing Code, and S.W.I.F.T. Code required only for International Wire Transfers.

**State is not required for International Wire Transfers

Beneficiary(s) Information: ☒ Account No.: 02452310692
 MELANIE GAYE PARSON ☐ Pay on Proper ID (Indicate any special ID requirements in the Additional Wire Info Section)
 First Beneficiary: OH Country:

Second Beneficiary: Account No.: Region #:

NOTE: The second beneficiary name and account number will be required when funds are first going to one beneficiary and then to a second beneficiary. For example: Merrill Lynch Brokerage (first beneficiary) for further credit to David Smith (second beneficiary), account number 1234567. If there is only one beneficiary do not complete the second beneficiary information.

*Country required only for International Wire Transfers.

Additional Wire Information/Wire Transfer Department Contact:

Indicate any reference information requested by the originator, such as notification instructions, full address, ID required, invoice numbers, etc:

Name of Wire Transfer Operator: Sequence/OPO No.:

Customer (Originator): Name: SEAN T MERKLE Tax ID No.: 282-66-4503 Address: 1616 TURELAND BLVD S BEAVERCREEK OH 45385-0000	Person Placing Order if not Customer (Originator): Name: Tax ID No.: Address:
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Authorization:

Customer (originator) (or person placing order on behalf of customer, if applicable) authorizes and requests Bank to execute this transfer request in accordance with the information written above and further acknowledges that he/she has read and agrees to all of the terms and conditions set forth below.

Signature:  ID Number: RR619553

Signer's Identification: Type of ID: OH DL

Bank Employee's Signature:

NOTE: If the Same-Day Clearance Account is used, fax a copy of this form to Retail Compliance, Kalamazoo at (269) 973-1506.

All Wire Transfer Requests Shall Be Subject To The Following Terms And Conditions:

Bank, in accordance with its procedures, will select such means and routes for the transfer of funds, as Bank considers appropriate under the circumstances. Bank will not guarantee that transfer requests will be processed on a same-day basis. In any event, however, transfer requests will be processed no later than the second banking day (generally, Monday to Friday, excluding holidays) after the request is received. Customer acknowledges that if the transfer request describes the intended recipient of funds inconsistently by name and account number, payment by the receiving bank might be made on the basis of the account number even if that account is not owned by the person named in the transfer request, and Customer is obligated to pay the Bank the amount which is directed to the account number given. Bank shall not be obligated to act upon a transfer request unless there are sufficient funds in Customer's account. Bank is relieved of liability if Customer does not review its bank statement and report any discrepancies between Customer's records of the transfer of funds and the bank statement in writing within twenty-one (21) days from the date the statement is mailed or otherwise made available to Customer by Bank. Customer shall have no right to cancel or amend a transfer request after it has been received by Bank. However, Bank shall make a reasonable effort to act on Customer's request for cancellation or amendment of a transfer request prior to the time that Bank executes such transfer request, but shall have no liability if such cancellation or amendment is not effected. Customer shall defend and indemnify Bank and save Bank harmless from and against any loss, cost or expense of any kind arising out of any cancellation or amendment. Bank shall be liable only for its failure to exercise ordinary care. Bank shall have no liability and shall be excused from any act, failure to act or delay in acting if such act, failure to act or delay is caused in whole or in part by circumstances beyond its control. In no event shall Bank be liable for any special, consequential, or incidental damages in connection with this transfer request, even if Bank has knowledge of the possibility of such damages. Customer shall compensate Bank for services performed by Bank pursuant to this request in accordance with Bank's current schedule of charges. Customer shall be responsible for any and all applicable federal, state and local taxes related to said compensation and the performance of services. Bank shall be entitled to rely upon any written, oral or electronic notice or communication believed by it in good faith to be genuine and to have been signed or given by Customer. Except as otherwise expressly provided for in this transfer request Bank shall not be required to act upon any notice or communication received from Customer, or to provide any notice or communication to Customer, with respect to any matter. This request contains the entire agreement of the parties with respect to its subject matter, and may be amended, supplemented, or otherwise modified only in writing signed by both Customer and Bank.

International Wire Transfer Requests Shall Be Subject To The Following Additional Terms And Conditions:

If a transfer requested by Customer is payable in U.S. Dollars, Bank does not guarantee that its correspondents or agents can or will make payment in U.S. Dollars, nor does Bank guarantee that there will be a charge made by some other bank or other entity effecting the transfer issued or made hereunder. In initiating the transfer request, Customer agrees that neither Bank or its correspondents shall be liable for any loss or damage due to errors, omissions, delays, loss or destruction in or through the mail, telegraph or cable of any country. In addition, Bank shall not be responsible for the acts or omissions of any of its correspondents, sub-agents or other agencies employed in making the transfer requested or for any loss caused by forces beyond the control of Bank. All transfers of non-receipt, late receipt or of any other type are subject to Bank's ordinary charges therefor and to charges, if any of its correspondents. If the transfer is payable in a foreign currency, then Customer shall assume the risk of any fluctuations in the applicable foreign exchange rate and the amount of the credit shall be the amount in U.S. Dollars that can be purchased by the initial transfer amount under the then applicable foreign exchange rate. The transfer requested by Customer is to be issued or accomplished at Customer's sole risk and its subject to all laws, rules or decrees of any domestic or foreign government, bank, postal authority or other agency which are in force at the time said transfer is made.

Taker By: Tiffany R Pacheco

Branch No.: 00716

Date: 02/08/07

Method of Payment:		Wire Transfer Amount/Date:		International Wire Transfer Amount:	
Region #: 0001		Actual Amount of Wire: \$ 25000.00		(Complete For Foreign Currency Only)	
Payment Method: <input checked="" type="checkbox"/> Debit Acct <input type="checkbox"/> Check <input type="checkbox"/> Cash		Wire Transfer Fee: \$ 17.00		Foreign Amount: _____	
Account No.: 00737501600		Total: \$ 25017.00		Type of Foreign Currency: _____	
Acct Type: <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Gen Ledger		Send Date: 02/08/07		Foreign Rate: _____	
Acct Title: SEAN T MERKLE		Value Date: _____		U.S. Equivalent: \$ _____	

First Receiving Bank Information:

Bank Name: Huntington Bank Branch Name: _____
 Address: _____ City: Dayton State: OH Country: _____
 ABA Number: 042215060 Clearing Code: _____ S.W.I.F.T. Code: _____

Second Receiving Bank Information:

Bank Name: _____ City: _____ State: _____ Country: _____
 ABA Number/Account Number: _____ S.W.I.F.T. Code: _____

*Country, Clearing Code, and S.W.I.F.T. Code required only for International Wire Transfers.

**State is not required for International Wire Transfers

Beneficiary(s) Information:

Account No.: 02452310692
 Pay on Proper ID (Indicate any special ID requirements in the Additional Wire Info Section)
 First Beneficiary: AK Country: _____
 Second Beneficiary: _____ Account No.: _____ Region #: _____

NOTE: The second beneficiary name and account number will be required when funds are first going to one beneficiary and then to a second beneficiary. For example: Merrill Lynch Brokerage (first beneficiary) for further credit to David Smith (second beneficiary), account number 1234567. If there is only one beneficiary do not complete the second beneficiary information.

*Country required only for International Wire Transfers.

Additional Wire Information/Wire Transfer Department Contact:

Indicate any reference information requested by the originator, such as notification instructions, full address, ID required, invoice numbers, etc:

Name of Wire Transfer Operator: _____ Sequence/OPD No.: _____

Customer (Originator):

Name: SEAN T MERKLE
 Tax ID No.: 282-66-4503
 Address: 1616 TURELAND BLVD S
BEAVERCREEK OH 45385-0000

Person Placing Order if not Customer (Originator):

Name: _____
 Tax ID No.: _____
 Address: _____

Authorization:

Customer (originator) (or person placing order on behalf of customer, if applicable) authorizes and requests Bank to execute this transfer request in accordance with the information written above and further acknowledges that he/she has read and agrees to all of the terms and conditions set forth below.

Signature: [Signature]
 Signer's Identification: OH DL ID Number: RR619653
 Bank Employee's Signature: [Signature]

NOTE: If the Same-Day Clearance Account is used, fax a copy of this form to Retail Compliance, Kalamazoo at (269) 973-1506.

All Wire Transfer Requests Shall Be Subject To The Following Terms And Conditions:

Bank, in accordance with its procedures, will select such means and routes for the transfer of funds, as Bank considers appropriate under the circumstances. Bank will not guarantee that transfer requests will be processed on a same-day basis. In any event, however, transfer requests will be processed no later than the second banking day (generally, Monday to Friday, excluding holidays) after the request is received. Customer acknowledges that if the transfer request describes the intended recipient of funds inconsistently by name and account number, payment by the receiving bank might be made on the basis of the account number even if that account is not owned by the person named in the transfer request, and Customer is obligated to pay the Bank the amount which is directed to the account number given. Bank shall not be obligated to act upon a transfer request unless there are sufficient funds in Customer's account. Bank is relieved of liability if Customer does not review its bank statement and report any discrepancies between Customer's records of the transfer of funds and the bank statement in writing within twenty-one (21) days from the date the statement is mailed or otherwise made available to Customer by Bank. Customer shall have no right to cancel or amend a transfer request after it has been received by Bank. However, Bank shall make a reasonable effort to act on Customer's request for cancellation or amendment of a transfer request prior to the time that Bank executes such transfer request, but shall have no liability if such cancellation or amendment is not effected. Customer shall defend and indemnify Bank and save Bank harmless from and against any loss, cost or expense of any kind arising out of any cancellation or amendment. Bank shall be liable only for its failure to exercise ordinary care. Bank shall have no liability and shall be excused from any act, failure to act or delay in acting if such act, failure to act or delay is caused in whole or in part by circumstances beyond its control. In no event shall Bank be liable for any special, consequential, or incidental damages in connection with this transfer request, even if Bank has knowledge of the possibility of such damages. Customer shall compensate Bank for services performed by Bank pursuant to this request in accordance with Bank's current schedule of charges. Customer shall be responsible for any and all applicable federal, state and local taxes related to said compensation and the performance of services. Bank shall be entitled to rely upon any written, oral or electronic notice or communication believed by it in good faith to be genuine and to have been signed or given by Customer. Except as otherwise expressly provided for in this transfer request Bank shall not be required to act upon any notice or communication received from Customer, or to provide any notice or communication to Customer, with respect to any matter. This request contains the entire agreement of the parties with respect to its subject matter, and may be amended, supplemented, or otherwise modified only in writing signed by both Customer and Bank.

International Wire Transfer Requests Shall Be Subject To The Following Additional Terms And Conditions:

If a transfer requested by Customer is payable in U.S. Dollars, Bank does not guarantee that its correspondents or agents can or will make payment in U. S. Dollars, nor does Bank guarantee that there will be a change made by some other bank or other entity effecting the transfer issued or made hereunder. In initiating this transfer request, Customer agrees that neither Bank or its correspondents shall be liable for any loss or damage due to errors, omissions, delays, loss or destruction in or through the mail, telegraph or cable of any country. In addition, Bank shall not be responsible for the acts or omissions of any of its correspondents, sub-agents or other agencies employed in making the transfer requested or for any loss caused by forces beyond the control of Bank. All transfers of non-receipt, late receipt or of any other type are subject to Bank's ordinary charges therefor and to charges, if any of its correspondents. If the transfer is payable in a foreign currency, then Customer shall assume the risk of any fluctuations in the applicable foreign exchange rate and the amount of the credit shall be the amount in U.S. Dollars that can be purchased by the initial transfer amount under the then applicable foreign exchange rate. The transfer requested by Customer is to be issued or accomplished at Customer's sole risk and its subject to all laws, rules or decrees of any domestic or foreign government, bank, postal authority or other agency which are in force at the time said transfer is made.

5:36 PM

02/20/07

Vutex LLC
Checks for Michael Peppel
All Transactions

<u>Num</u>	<u>Date</u>	<u>Account</u>	<u>Amount</u>
5504	1/16/2007	Chase - Checking A...	33,483.00
2156	11/16/2006	Chase - Checking A...	26,000.00
5160	10/23/2006	Chase - Checking A...	31,874.00
4717	7/17/2006	Chase - Checking A...	15,092.00
4581	6/16/2006	Chase - Checking A...	0.00
4581	6/16/2006	Chase - Checking A...	14,000.00
4312	4/7/2006	Chase - Checking A...	48,020.00
3965	1/16/2006	Chase - Checking A...	7,000.00
3747	11/11/2005	Chase - Checking A...	7,000.00
3589	9/27/2005	Chase - Checking A...	28,000.00
3341	7/12/2005	Chase - Checking A...	28,000.00
2598	10/14/2004	Chase - Checking A...	12,400.00
Total			250,869.00

#5

BANK ONE
Bank One, N.A.
Columbus, OH 43261

VUTEX LLC
7678 McEWEN RD.
DAYTON, OH 45459

PAY
TO THE
ORDER OF

Michael E. Peppel

Thirty-Three Thousand Four Hundred Eighty-Three and 00/100

Michael E. Peppel
9520 Cutlers Trace
Dayton, OH 45458

MEMO

4th. Qtr. 2006

1/16/2007

25-3/440

2452310692 11

\$ 33,483.00

DOLLARS

2 SIG. REQUIRED FOR AMOUNTS OVER \$10,000

Gregory A. Anderson
Sean J. Peppel
AUTHORIZED SIGNATURE

⑈00550⑈ ⑆0④④000037⑆ 63394859⑈ ⑈0003348300⑈

Security Features. Details on back.